

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: November 04, 2009

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-25140/1127121283

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Tomas Ostos and Elizabeth Ostos
Debtors.

Mortgage Electronic Registration Systems, Inc.,
solely as nominee for America's Servicing
Company its successors and/or assigns.
Movant,

vs.

Tomas Ostos and Elizabeth Ostos, Debtors, David
A. Birdsell, Trustee.

Respondents.

No. 2:09-bk-23548-RTB

Chapter 7

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated April 24, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Mortgage Electronic Registration Systems, Inc., solely as nominee
4 for America's Servicing Company its successors and/or assigns. is the current beneficiary and Tomas
5 Ostos and Elizabeth Ostos have an interest in, further described as:

6 Lot 242, ENCANTO VILLAGE NO. 2, according to Book 82, page 3, records of Maricopa
7 County, Arizona.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.

15
16 DATED this ____ day of _____, 2009.

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18 _____
19 JUDGE OF THE U.S. BANKRUPTCY COURT
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